

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

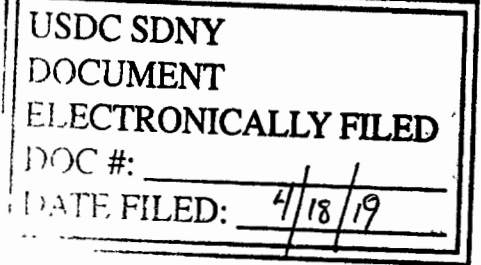
JOSEPH FERRARO,

Plaintiff,

-against-

HALEVY LIFE, INC., HALEVY LIFE HEALTH  
CLUBS, LLC, and JEFF HALEVY, and individual,

Defendants.



17cv9285 (DF)

**ORDER OF  
DISMISSAL**

**DEBRA FREEMAN, United States Magistrate Judge:**

In this action under the Fair Labor Standards Act, the New York Labor Law, and the New York State Human Rights Law, which is before this Court on the consent of the parties pursuant to 28 U.S.C. § 636(c), the parties, having reached an agreement in principle to resolve the action, have placed their proposed settlement agreement before this Court for approval. *See Cheeks v. Freeport Pancake House, Inc.*, 796 F.3d 1999 (2d Cir. 2015) (requiring judicial fairness review of FLSA settlements). The parties have also submitted a letter detailing why they believe the proposed settlement agreement is fair, reasonable, and adequate. (Dkt. 31.) This Court has reviewed the parties' submission in order to determine whether the proposed agreement (Dkt. 31-1) represents a reasonable compromise of the claims asserted in this action, and, in light of the totality of the relevant circumstances, including the representations made in the parties' letter, the terms of the proposed settlement agreement, and this Court's own familiarity with this matter, it is hereby ORDERED that:

1. The Court finds that the terms of the proposed settlement agreement are fair, reasonable, and adequate, both to redress Plaintiff's claims in this action and to compensate Plaintiff's counsel for their legal fees, and the agreement is therefore approved.

2. The Court notes that, although the proposed settlement agreement does not expressly contemplate that the Court will retain jurisdiction over this action to enforce the agreement, the Court held a telephone conference with counsel on March 28, 2019, at which counsel indicated that they wished the Court to do so. Following that conference, the parties submitted another joint letter (Dkt. 37), confirming that they mutually consented to the Court “retaining jurisdiction over this matter for the purposes of enforcement of the settlement agreement.” In light of this, and in order to effectuate the evident intent of the parties, this Court will retain jurisdiction over this matter, solely for the purpose of enforcing the settlement agreement.

3. As a result of the Court’s approval of the parties’ executed settlement agreement, this action is hereby discontinued with prejudice and without costs or fees to any party.

Dated: New York, New York  
April 18, 2019

SO ORDERED

  
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DEBRA FREEMAN  
United States Magistrate Judge

Copies to:

All counsel (via ECF)